

THIRD AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **KONE INC.**, a Delaware corporation, whose address is One Kone Court, Moline, Illinois 61265 (the “Contractor”), jointly (“the parties”).

WINESSETH

A. The Parties entered into an Agreement dated **October 29, 2019**; an Amendatory Agreement dated **March 24, 2021**; a Second Amendatory Agreement dated **January 21, 2022**, (the “Agreement”) to perform and complete all modernization and installation of elevators as detailed in the contract.

B. The Parties wish to amend the Agreement to extend the Term and to make such other amendments as are herein set forth.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 4.0 of the Agreement entitled **TERM OF AGREEMENT** is hereby deleted in its entirety and replaced with:

“**4. TERM OF AGREEMENT**: This Agreement will commence on October 29, 2019 and will expire on December 31, 2022 (the “Term”). Subject to the Manager’s prior written authorization, the Contractor shall complete any Assigned Work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Manager. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement by the Contractor, time is of the essence.”

2. Section 17 of the Agreement entitled **NO DISCRIMINATION IN EMPLOYMENT** is hereby deleted in its entirety and replaced with:

“**17. NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender

identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

3. Section 37 of the Agreement entitled **NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT** is hereby deleted in its entirety and replaced with:

“37. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It shall not enter into a contract with a subcontractor or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subcontractor or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subcontractor or subcontractor and the City within three (3) days. The Contractor shall also terminate such subcontractor or subcontractor if within three (3) days after such notice the subcontractor or subcontractor does not stop employing or contracting with the worker without authorization, unless during such three-day period the subcontractor or subcontractor provides information to establish that the subcontractor or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under

authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

c. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.”

4. As herein amended, the Agreement is revived, affirmed, and ratified in each and every particular.

5. This Third Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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[SIGNATURE PAGES FOLLOW]

Contract Control Number: GENRL-202264857-03[GENRL-201951354-03]
Contractor Name: KONE, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

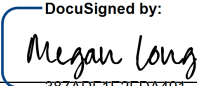
By:

By:

By:

Contract Control Number:
Contractor Name:

GENRL-202264857-03[GENRL-201951354-03]
KONE, INC.

By:  _____
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Name: Megan Long
(please print)

Title: PROJECT MANAGER
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)